

Land Bank Board of Trustees Meeting

June 07, 2016

City Commission Room, 701 N. Jefferson, Junction City KS 66441

**Mick McCallister
Phyllis Fitzgerald
Jim Sands
Pat Landes
Michael Ryan**

1. 6:45 P.M. - CALL TO ORDER:

2. NEW BUSINESS:

- [a.](#) Consideration of Land Bank Minutes for May 17, 2016 Meeting. (p.2)
- [b.](#) Consideration of Resolution No. 4-2016 the Offer from John Kramer to Purchase Lot 1, Block 1, Cherokee Addition for \$11,625.00. (p.5)
- [c.](#) Consideration of the Request from Westar for a Utility Easement on Lot 10 of Patriot Ridge Addition. (p.14)
- [d.](#) Consideration of Request from KDOT for Right-of-Way and Easement of Land Bank Property. (p.19)

3. ADJOURNMENT:

Land Bank Board of Trustees Meeting

Backup material for agenda item:

- a. Consideration of Land Bank Minutes for May 17, 2016 Meeting.

JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES

May 17, 2016

8:17 p.m.

CALL TO ORDER

A meeting of the Junction City Land Bank Board of Trustees was held on Tuesday, May 17, 2016 with Chairman Mick McCallister presiding.

The following members of the Land Bank were present: Mick McCallister, Pat Landes, Jim Sands and Phyllis Fitzgerald. Staff present was: Allen Dinkel, Cheryl Beatty, and Shawna Settles.

NEW BUSINESS

Land Bank Minutes for May 3, 2016 Meeting were presented for consideration. Trustee Fitzgerald moved to approve Land Bank Minutes for May 3, 2016 Meeting, seconded by Trustee Sands. Ayes: McCallister, Landes, Sands and Fitzgerald. Nays: None. Motion carried.

The request from USD475 for two Lots in the 14th Street Commons Area was presented. City Manager Dinkel explained the request and answered questions. He was directed to explore the possibility of smaller specials rather than none. No action taken.

There was a Presentation and Discussion on the Proposal from Aging Well requesting Land Bank "gift" Lots 1-13, Block 2, Deer Creek Unit No. 3 to Aging Well for development of a "senior campus". Victor Davis and John Grace of Weary Davis Law Firm explained their request and answered questions. It was advised to work with staff to look into other areas for the development of a "senior campus". No action taken.

The Offer to Purchase from John Kramer for Lot 1, Block 1, Cherokee Addition, a 5-acre tract of land owned by the Land Bank north of Grant Avenue was presented. Planning & Zoning Director Yearout gave details and answered questions. Trustee Landes moved to accept the offer from John Kramer for Lot 1, Block 1, Cherokee Addition, a 5-acre tract of land owned by the Land Bank north of Grant Avenue in the amount of \$11,625.00, seconded by Trustee Sands. Ayes: McCallister, Landes, Sands and Fitzgerald. Nays: None. Motion carried.

There was discussion about the Agreement with the Board of Realtors concerning Marketing of Land Bank Lots. Planning & Zoning Director Yearout gave an update about the agreement and answered questions. No action taken.

There was discussion regarding the 2016 Tax Sale concerning the lots owned by Choice Properties in Mann's Ranch and Sutter Woods - Deed to Land Bank,

NRP, and other relevant issues. Planning & Zoning Director Yearout explained the concerns and answered questions. No action taken.

ADJOURNMENT

Trustee Landes moved, seconded by Trustee Sands to adjourn at 9:05 p.m.
Ayes: McCallister, Landes, Sands and Fitzgerald. Nays: None. Motion carried.

APPROVED AND ACCEPTED THIS 7TH DAY OF JUNE AS THE OFFICIAL
COPY OF THE JUNCTION CITY LAND BANK BOARD OF TRUSTEES
MINUTES FOR MAY 17, 2016.

Shawna Settles, Secretary

Mick McCallister, Chairman

Land Bank Board of Trustees Meeting

Backup material for agenda item:

- b. Consideration of Resolution No. 4-2016 the Offer from John Kramer to Purchase Lot 1, Block 1, Cherokee Addition for \$11,625.00.

City of Junction City
Land Bank Board of Trustees/City Commission
Agenda Memo

June 7, 2016

From: David L. Yearout, AICP, CFM, Director of Planning and Zoning

To: Junction City City Commission & Allen Dinkel, City Manager

Subject: Offer to Purchase Land Bank Lot - John Kramer, Kramer Land LLC – Cherokee Addition

Issue: Consideration of the Acceptance of the Offer to Purchase one Land Bank Lot (Lot 1, Block 1, Cherokee Addition).

Explanation of Issue: The Junction City Land Bank received a written offer from John and Larry Kramer, on behalf of Kramer Land LLC, on April 28, 2016, to purchase the 5-acre Land Bank Lot that is platted as Lot 1, Block 1, Cherokee Addition. The offer is to purchase this lot for \$11,625.00.

Staff Recommendation: Staff recommends the Land Bank Board of Trustees accept the offer from John Kramer to purchase Lot 1, Block 1, Cherokee Addition for \$11,625.00. This action is in the form of a Resolution, a copy of which is attached.

Suggested Motion:

Trustee _____ moved the Junction City Land Bank Board of Trustees adopt Resolution No. 4-2016, accept the offer from John Kramer to purchase Lot 1, Block 1, Cherokee Addition for \$11,625.00.

Trustee _____ seconded the motion.

Enclosures:


Offer from John Kramer
Resolution No. 4-2016
Contract of Purchase
Notice of Sale Publication

28 April 2016

Attn: David Yearout

We would like to purchase a 5 acre tract of land on Grant Avenue from the Junction City Land Bank(see enclosed property map and description). Our offer is \$11,625.00. (3.5 acres cropland @ \$3000/ac and 1.5ac trees @ \$750/ac). We purchased an adjoining tract for \$3000/cropland acre in 2015 from the Briggs family.

John A Kramer



Larry E Kramer



RECEIVED
APR 28 2016
Junction City/Geary County
Planning and Zoning

John K- 785-223-3048
10916 Quarry Rd
Milford, KS 66514

RESOLUTION NO. 4-2016

**A RESOLUTION APPROVING CONTRACT OF PURCHASE,
DIRECTING NOTICE OF SALE AND AUTHORIZING THE CHAIRMAN
OF THE BOARD OF TRUSTEES OF THE JUNCTION CITY LAND
BANK TO EXECUTE A SPECIAL WARRANTY DEED CONVEYING
PROPERTY TO JOHN KRAMER**

**BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE JUNCTION CITY
LAND BANK, THAT:**

1. The Contract of Purchase between the Junction City Land Bank and John Kramer in the form presented to the Board on this date is hereby approved.
2. The Secretary of the Land Bank is directed to publish a notice of sale in the form presented to the Board on this date.
3. Chairman of the Board of Trustees of the Junction City Land Bank is hereby authorized to sign, and the Secretary attest and deliver the Special Warranty Deed conveying Lot 1, Block 1, Cherokee Addition, Junction City, Geary County, Kansas, to John Kramer.
4. The Chairman and other officials of the Junction City Land Bank are authorized and directed to execute and deliver such other documents and agreements as such officials deem necessary or appropriate to carry out the foregoing resolutions.

**PASSED AND ADOPTED BY THE BOARD OF THE JUNCTION CITY LAND
BANK THIS 7th DAY OF JUNE, 2016.**

Mick McCallister, Chairman

ATTEST:

Shawna Settles, Secretary

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE ("**Contract**") is made and entered into as of this May 17, 2016, by and between LAND BANK OF THE CITY OF JUNCTION CITY, KANSAS ("**Land Bank**") and Kramer Land, LLC, % John Kramer, 10916 Quarry Road, Milford, KS 66514 ("**Buyer**").

WITNESSETH:

WHEREAS, Land Bank desires to sell to Buyer and Buyer desires to purchase from Land Bank that certain real property on the terms and conditions hereinafter more fully set out.

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Land Bank and Buyer agree as follows:

1. PROPERTY. Subject to the terms and the provisions of this Contract, Land Bank agrees to sell to Buyer, and Buyer agrees to purchase from Land Bank the following described property ("**Property**"):

Lot 1, Block 1, Cherokee Addition, Junction City, Geary County, Kansas

SUBJECT TO all provisions, conditions, easements, restrictions, rights-of-way, covenants, encumbrances, obligations, liabilities, and other matters of record, and to all zoning, building or other laws or ordinances, and to any matters which would be shown by an accurate survey or inspection of the property ("**Permitted Encumbrances**").

2. PRICE. The purchase price is \$11,625.00.

- (a) The Buyer hereby tenders as a deposit payable to Junction City Abstract and Title, the amount of \$1,162.50, representing the ten percent (10%) of the purchase price ("**Earnest Deposit**").
- (b) The balance of said purchase price in the amount of \$10,462.50 shall be paid in certified or wired funds at Closing.

3. TITLE INSURANCE. Within twenty-one (21) days of the date of this Contract, Land Bank shall deliver to Buyer a title insurance commitment (the "**Commitment**") from First American Title Insurance Company, issued through its agent, Junction City Abstract & Title Company (the "**Title Company**") in which the Title Company will commit to issue to Buyer a standard ALTA owner's policy of title insurance at the closing in the amount of the Purchase Price (the "**Owner's Policy**"). Buyer shall have ten (10) days after delivery of the Commitment to examine it and to advise Land Bank in writing of any objections which Buyer may have to the state of title as shown therein. If Land Bank does not receive from Buyer a written notice setting forth any permitted objections within the ten-day period, then Buyer will be irrevocably deemed to have accepted the state of title as shown on the Commitment. If Buyer makes a permitted objection, Land Bank shall have the option (but not an obligation) of correcting the objection.

Land Bank shall have until the Closing Date (defined hereinafter) to correct the same. In the event Land Bank opts not to correct Buyer's objection(s) and Buyer does not waive any such objection(s), this Contract shall terminate, and neither party shall have any further obligations hereunder, and the Earnest Deposit shall be refunded to Buyer. After the closing the Title Company shall issue to Buyer the Owner's Policy in the amount of the Purchase Price.

4. SPECIAL ASSESSMENTS. There are no special assessments levied against this property.

5. INSPECTIONS AND INVESTIGATIONS. Buyer acknowledges that it has performed all inspections and made all investigations of matters relating to the Property, including but not limited to zoning, land use, tax and special assessment matters, that any information provided or made available or to be provided or made available to Buyer by Land Bank, or its agents, representatives, or others were provided or made available solely as a courtesy, and that the Buyer has the sole responsibility for determining the existence or nonexistence of any fact material to Buyer's decision to purchase the Property. Buyer shall be solely responsible for arranging and paying for the extension of gas and electric utility mains to serve the Property.

6. AS IS. BUYER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT BUYER WILL HAVE, AS OF CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE STATUS OF TITLE TO THE PROPERTY, MATTERS RELATING TO TAXES AND SPECIAL ASSESSMENTS, ZONING AND LAND USE MATTERS, AND THE PHYSICAL CONDITION OF THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE PURCHASE OF THE PROPERTY. BUYER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT BUYER IS RELYING SOLELY UPON INSPECTION, EXAMINATION, AND EVALUATION OF THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, FITNESS FOR ANY PARTICULAR USE OR PURPOSE, THE LOCATION, INTEGRITY AND LAWFUL PRESENCE OF ALL STRUCTURES AND IMPROVEMENTS, THE LOCATION AND CAPACITY OF ALL UTILITY SERVICES, THE EXISTENCE OF SOIL INSTABILITY, SOIL REPAIRS, AND ANY OTHER SOIL CONDITIONS, SUFFICIENCY OF UNDERSHORING AND DRAINAGE, THE EXISTENCE OF ANY FLOOD PLAINS OR FLOOD HAZARDS OR SIMILAR CONDITIONS, EVERY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE SUBJECT PROPERTY AND ITS ENVIRONMENTAL CONDITION, AND THAT BUYER IS PURCHASING, AND AT CLOSING WILL ACCEPT, THE PROPERTY ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES AND/OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE. BUYER ACKNOWLEDGES THAT LAND BANK HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE PROPERTY.

7. CLOSING. Closing of the sale ("**Closing**") will be June 30, 2016, or such earlier date as agreed to by Buyer and Land Bank ("**Closing Date**"). At Closing:

- (a) Land Bank shall deliver a Special Warranty Deed to Buyer, subject to the Permitted Encumbrances.

- (b) Buyer shall deliver the cash amount described in Section 2 above, delivered by cashier's check or wire transfer to Land Bank's bank pursuant to instructions given by Land Bank.
- (c) The parties shall jointly sign and deliver a closing statement.
- (d) Buyer shall pay for the premium for the Owner's Policy, recording the Deed, and recording any other documents related to Buyer's financing (if any) regarding the purchase of the Property, and any closing fee or other fees charged by the Title Company.
- (e) Possession of the property shall be given to Buyer at Closing.

8. FAILURE TO CLOSE AND REMEDIES.

- (a) If the conditions to closing have been satisfied and Buyer has tendered the purchase price but Land Bank fails to deliver the deed to Buyer at Closing, Buyer's sole remedy shall be the return of the Earnest Deposit.
- (b) If Land Bank has tendered the deed but Buyer fails to deliver the balance of the purchase price to Land Bank at Closing, Land Bank's sole remedy shall be to retain the Earnest Deposit.

9. RELEASE. Subject to Section 8 hereof, Buyer, for and on behalf of itself, and its heirs, successors, and/or assigns, hereby releases and agrees to hold harmless the Land Bank, the City of Junction City, Kansas, Geary County, Kansas, their respective boards, elected officials, officers and employees, from and against any and all claims that it may now or hereafter have against any of them for any cost, loss, liability, damage, expense, demand, claim, or cause of action arising or alleged to have arisen from or relating to any defect or condition, including environmental matters, affecting the Property or any portion thereof. The hold-harmless provisions of this section shall survive the Closing.

10. MISCELLANEOUS.

- (a) All terms, covenants, conditions and provisions herein contained, including all conditions of sale shall extend to and be binding upon the parties, their assignees, heirs, devisees, personal representatives or other successors in interest, irrespective of how said interest was acquired.
- (b) This instrument contains the entire agreement between Land Bank and Buyer. All understandings, conversations and communications, oral or written, between the parties hereto, or on behalf of either of them, are merged into and superseded by this instrument and shall be of no further force or effect.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the day and year first above written.

KRAMER LAND, LLC by:

JOHN KRAMER

John Kramer

Larry Kramer

LAND BANK OF JUNCTION CITY, KANSAS

Mick McCallister, Chairman
Land Bank Board of Trustees

Attest:

Shawna Settles, Secretary
Land Bank Board of Trustees

CITY OF JUNCTION CITY LAND BANK

NOTICE OF SALE

Notice is hereby given that the Board of Trustees of the Junction City Land Bank have conditionally accepted an offer to purchase the following lot:

Lot 1, Block 1, Cherokee Addition, Junction City, Geary County, Kansas

with the sale of such lots to be on a date which is not sooner than 30 days after the date of publication of this notice.

/s/ Shawna Settles
Land Bank Secretary
May 17, 2016

Land Bank Board of Trustees Meeting

Backup material for agenda item:

- c. Consideration of the Request from Westar for a Utility Easement on Lot 10 of Patriot Ridge Addition.

City of Junction City

Land Bank

Agenda Memo

06/02/2016

From: Allen J. Dinkel, City Manager
To: Land Bank Trustees
Subject: Westar Easement Request

Objective: Consider Westar Easement request for a utility easement on lot 10 of Patriot Ridge Addition.

Explanation of Issue: Due to construction of a diamond interchange on US-77 Highway at K-18 Highway the utilities need to be relocated. Westar Energy first requested an easement of 20 feet on the west side of the land owned by the Junction City Land Bank. This 20 foot easement is on the west side of 13 different lots in the Prairie Ridge Addition. The specials per lot are \$2,104.04 per lot for a 20 year period or \$42,080.80 for the 20 years or a total of \$547,050.04. Westar is now requesting a smaller easement that has a lessor impact..

Jeff Rogers, representing Westar in this easement procurement writes:

Allen,

Westar Energy electric operations personnel request I inquire with the Junction City Land Bank regarding the acquisition of electric line right of way in the SW corner of Lot 10, Prairie Ridge Addition Unit No. 2. Please refer to the attachment highlighting the proposed electric line easement area.

Granting the electric right of way across this portion of said Lot 10 allows Westar to continue and extend an overhead electric line from the recently purchased electric line Right of Way obtained from the City of Junction City to an existing utility easement platted in said Prairie Ridge Addition Unit No. 2. Westar proposes to set a pole in the platted utility easement, install underground electric facilities within the utility easement to Patriot Drive right-of-way and continue northerly underground within Patriot Drive right of way and tie into an existing overhead line.

Let me know if Junction City Land Bank will consider this proposal and at what dollar amount. I'll guesstimate the proposed electric right of way area in Lot 10 @ less than 1,000 square feet. If JCLB approves Westar will have Kaw Valley Engineers prepare an Exhibit A identifying and describing the right of way area.

I appreciate your attention to this matter. Feel free to contact me in Topeka at (785) 575-8081.

Jeff

Budget Impact: There has been no discussion of the dollar amount for the easement. This easement has far less impact on the Land Bank Property than the previous request.

Staff Recommendation: Since this request has little impact to the Land Bank property I would suggest the granting of an easement, however we still need to determine a value. I would suggest a fee of \$1,500 to \$3,000.

Attachments: Map of proposed easement. Plat of Prairie Ridge Addition Unit No. 2.



DISCLAIMER AND COPYRIGHT NOTICE

The information contained on this drawing/map is used to locate, identify and/or inventory Westar Energy, Inc. electrical facilities located on parcels of land in the Westar Energy, Inc. service area. It is intended for reference purposes only and is NOT to be construed or used as a "legal description." Map information is believed to be accurate but accuracy is not guaranteed. This information should not be relied upon as a substitute for an actual field survey. This drawing/map is not to be used as a substitute for using the Kansas ONE-CALL system for purposes of digging and excavation. You must call Kansas ONE-CALL (1-800-DIG-SAFE) to notify operators of underground facilities of proposed excavation or digging to request that member companies mark their underground facilities before they dig! In no event will Westar Energy, Inc. be liable for any damages, including loss of data, lost profits, business interruption, loss of business information or other pecuniary loss that might arise from the inaccuracy, use or misuse of this map or the information it contains. You are prohibited from reproducing or distributing this drawing/map or any portion of it without written permission of Westar Energy, Inc. © Westar Energy, Inc. All rights reserved.

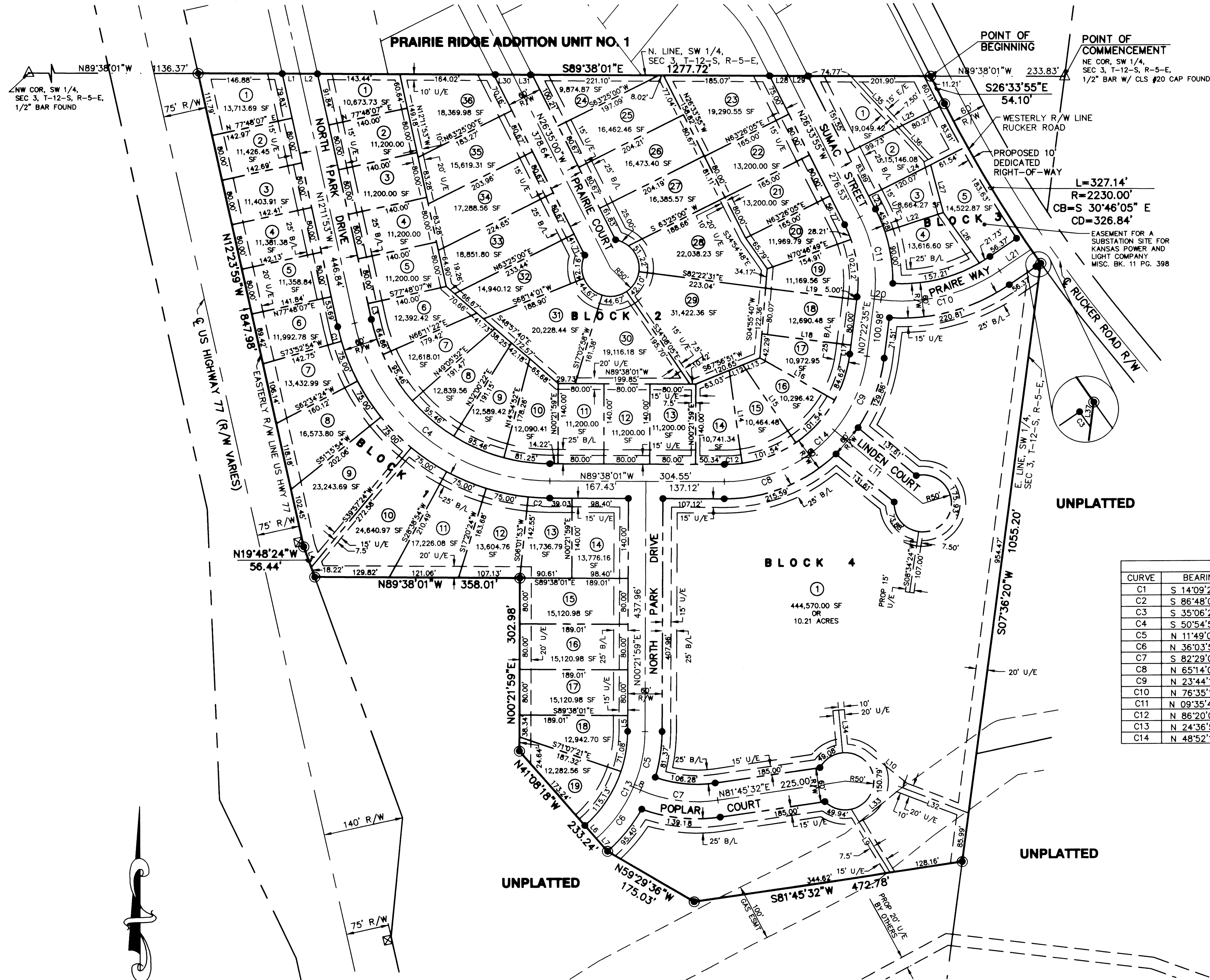
Exist	New



**Think
Safety**



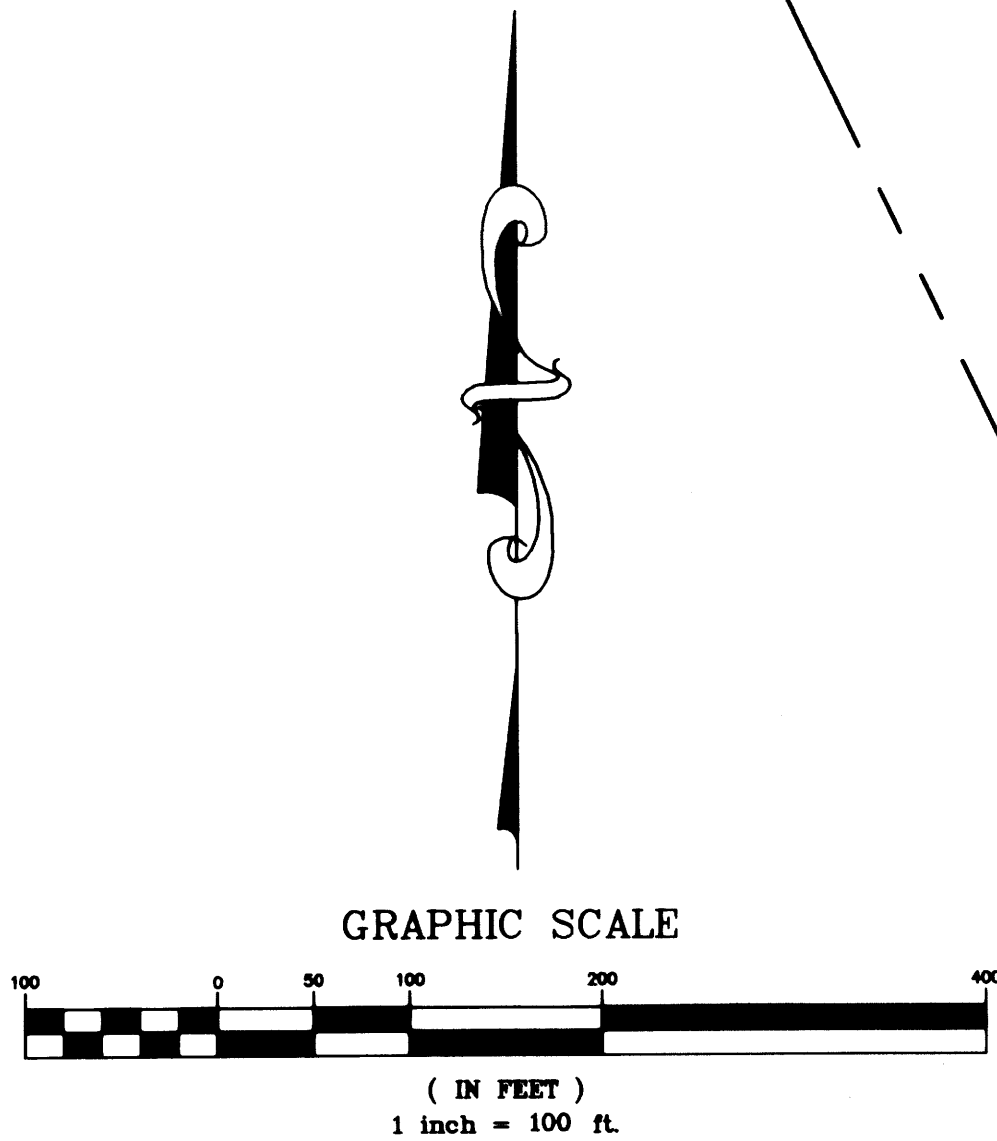
Title Easement requested lot 10-Patriot Ridge Subdivision-JC			
By Papes		WR # 000000	Crew HQ 0000
Date 5/16/2016	Scale 1 inch = 50 feet		Sheet Page 1
Sub/Ckt AAAA 00-00	Upstream Device X000X12345		



PROPERTY LINE TABLE		
LINE	BEARING	LENGTH
L1	S 89°38'01" E	30.74'
L2	S 89°38'01" E	30.74'
L3	S 12°11'53" E	28.31'
L4	N 19°48'24" W	38.22'
L5	S 00°21'59" W	27.96'
L6	S 41°08'18" E	30.00'
L7	S 41°08'18" E	30.00'
L8	S 66°43'48" E	13.63'
L9	S 30°53'39" E	130.17'
L10	S 50°19'13" E	85.51'
L11	S 49°22'32" E	197.86'
L12	N 67°56'51" E	25.74'
L13	N 67°56'51" E	31.88'
L14	S 07°41'54" E	163.48'
L15	S 34°08'33" E	164.00'
L16	S 60°35'13" E	150.00'
L17	S 07°22'35" W	15.98'
L18	S 82°37'25" E	156.92'
L19	S 82°37'25" E	160.34'
L20	S 82°37'25" E	11.36'
L21	N 55°48'01" E	66.17'
L22	N 72°11'29" E	106.86'
L23	N 26°33'55" W	25.84'
L24	N 63°26'05" E	181.61'
L25	N 63°26'05" E	180.00'
L26	N 35°07'25" W	108.99'
L27	N 14°45'26" W	86.57'
L28	S 89°38'01" E	33.65'
L29	S 89°38'01" E	33.65'
L30	S 89°38'01" E	33.65'
L31	S 89°38'01" E	33.65'
L32	S 68°46'06" E	125.01'
L33	N 51°16'18" E	82.69'
L34	N 05°07'46" W	75.00'
L35	S 42°15'32" E	122.24'
L36	S 42°15'32" E	76.75'
L37	S 07°36'20" W	14.74'

CURVE TABLE						
CURVE	BEARING	CHORD	LENGTH	TANGENT	RADIUS	DELTA
C1	S 14°09'29" E	25.99'	26.00'	13.01'	380.00'	3°55'13"
C2	S 86°48'04" E	37.56'	37.57'	18.80'	380.00'	5°39'54"
C3	S 35°06'28" E	10.99'	10.99'	5.49'	2240.00'	0°16'52"
C4	S 50°54'57" E	437.84'	473.03'	280.58'	350.00'	77°26'08"
C5	N 11°49'06" E	99.27'	99.94'	50.64'	250.00'	22°54'13"
C6	N 36°03'57" E	110.74'	111.66'	56.78'	250.00'	25°35'30"
C7	S 82°29'08" E	135.77'	137.49'	70.53'	250.00'	31°30'40"
C8	N 65°14'00" E	212.36'	219.33'	117.29'	250.00'	50°16'00"
C9	N 23°44'17" E	140.85'	142.78'	73.40'	250.00'	32°43'25"
C10	N 76°35'18" E	212.95'	217.69'	113.89'	300.00'	41°34'34"
C11	N 09°35'40" W	145.94'	148.10'	76.29'	250.00'	33°56'30"
C12	N 86°20'03" E	30.94'	30.97'	15.51'	220.00'	8°03'54"
C13	N 24°36'51" E	205.34'	211.60'	112.60'	250.00'	48°29'42"
C14	N 48°52'17" E	331.28'	362.11'	221.14'	250.00'	82°59'25"

- LEGEND
- △ SECTION CORNER FOUND PER GEARY COUNTY SURVEYOR'S RECORDS
 - ⊙ 1/2" BAR W/ CLS #20 CAP FOUND, SET IN CONCRETE
 - 1/2" BAR W/ CLS #20 CAP, SET IN CONCRETE
 - 1/2" BAR W/ CLS #20 CAP SET
 - 1/2" BAR FOUND, ORIGIN UNKNOWN
 - ⊠ RIGHT-OF-WAY MARKER FOUND
 - SF SQUARE FEET
 - ⑩ LOT NUMBER
 - E/E ELECTRIC EASEMENT
 - U/E UTILITY EASEMENT
 - B/L BUILDING SETBACK LINE



FINAL PLAT
**PRAIRIE RIDGE ADDITION
UNIT NO. 2**
TO
JUNCTION CITY, KANSAS
KAW VALLEY ENGINEERING, INC.
2319 NORTH JACKSON - PO BOX 1304
JUNCTION CITY, KANSAS 66441
785-762-5040

DATE OF PREPARATION: 05/24/06 PROJECT NO. B06D0977 SHEET 1 OF 2

Land Bank Board of Trustees Meeting

Backup material for agenda item:

- d. Consideration of Request from KDOT for Right-of-Way and Easement of Land Bank Property.

City of Junction City

City Commission

Agenda Memo

06/03/2016

From: Allen J. Dinkel, City Manager

To: Governing Body

Subject: KDOT Property Right-of-Way and Easement of Land Bank Property

Objective: Review Request from KDOT for right-of-way and temporary easement of Land Bank Property

Explanation of Issue: KDOT is requesting a temporary easement in one parcel and then right-of-way in two parcels of Land Bank property. For the most part the right-of-way was an existing utility easement on these properties.

The City of Junction City agreement with KDOT for the U.S. Highway 77 projects states the Secretary shall have the right to utilize land owned or controlled by the City. The key question is does that apply to Land Bank property. City Attorney Logan has been in contact with KDOT and yesterday her and I had a conference call with them. We both feel that KDOT agrees that the Land Bank property is not part of this agreement and that KDOT is willing to offer compensation for both the temporary easement and right-of-way transfer. Katie has requested a copy of the appraisal which she will forward to me when she receives it. The easement is basically only for the life of the construction which includes the establishment of vegetation. The right-of-way transfer of course is a permanent transfer and has the greatest impact on the property.

Budget Impact: Any funds received would be paid into the Land Bank account.

Staff Recommendation: Continue to discuss this with KDOT to determine a value for the easement and the Right-of-way.

Attachments: